



BOWIE POLICE DEPARTMENT

September 16, 2019

Caroline Haskins

2019-PIA-006

By email sent September 2, 2019, you have requested copies of documentation and correspondences from the City of Bowie pursuant to the Maryland Public Information Act (hereinafter, "PIA"), Md. Ann. Code, Gen. Provs. Art., §4-101 *et seq.* Specifically:

- 1) All instructional materials on the use of Ring devices
- 2) Copies of policies, Standard operating procedures, Requests for proposals, or Memorandums of Understanding between Ring and the police department.
- 3) Copies of any funding opportunities for Ring or the Neighbors App
- 4) Any digital communications as well as documents that mention Ring or the Neighbors App
- 5) Any digital communications with Ring representatives

The City has checked its files and has the following information that is responsive to your request:

- 1) A copy of the MOU between Ring and the Bowie Police Department (which is attached to this response).

Once the police department completes its search, I will respond within the 30-day window with an estimate of the cost's involved to produce this information. If there are no cost's involved, the information will be attached to my response.

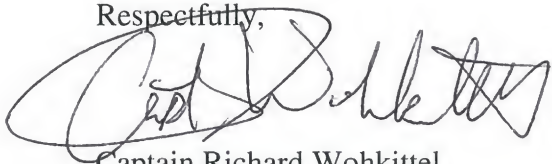
You are advised that you have certain remedies under the PIA to contest the City's determination to withhold any requested documents. Specifically, if you believe that the City's determination to withhold the documents in question is not authorized by the PIA, you may seek judicial review of this determination pursuant to § 10-623 of the PIA, by filing an appropriate action in the Prince George's County Circuit Court. If a court of competent jurisdiction finds that the City has wrongfully withheld a document, it may enjoin the City from continuing to withhold it. The court may also award actual damages if it finds by clear and convincing evidence that any defendant knowingly and willfully failed disclose or provide a copy of a public record that the complainant was entitled to inspect. If the court determines that the complainant has substantially prevailed, the court may assess against a defendant governmental unit reasonable counsel fees and other litigation costs that the complainant reasonably incurred.

15901 Excalibur Road · Bowie, Maryland 20716
240-544-5700 Non-Emergency Response & Administrative Offices
240-544-5794 Fax
www.cityofbowie.org

In addition, the Act provides a mechanism for challenging a fee assessed by a governmental body. The PIA Compliance Board is an independent State entity that hears and decides complaints involving allegations that a government custodian has imposed an unreasonable fee of more than \$350 under the PIA. The Board cannot decide other issues that may arise between a requester and a custodian of records under the PIA.

The Public Access Ombudsman mediates disputes under the Public Information Act. The Ombudsman's duties focus on attempting to resolve disputes between a requester and a records custodian about a pending request for public information.

Respectfully,



Captain Richard Wohkittel
Bowie Police Department
15901 Excalibur Road
Bowie, MD 20716
240-544-5781
rwohkittel@cityofbowie.org



Neighbors by Ring
Memorandum of Understanding

This agreement is entered into this 4th day of JULY, 2019 by and between Ring LLC ("Ring") and the Bowie, Maryland Police Department ("Agency"), (collectively the "parties"), and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make Bowie ("City") neighborhoods safer.

- Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch program that both members of law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
 - Use the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to City residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

Agency

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.
- Agency personnel will use the Portal when acting within the scope of their capacities as Agency personnel.

Press Release

Neither party may issue a press release related to City's participation in this program without the prior approval of the other party. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

Term

The Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either Party may terminate its participation in the program at any time by providing thirty (30) days' written notice to the the other party; provided that in the case of a material breach of this Agreement by Agency, Ring shall only be required to provide three (3) days' written notice to Agency

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to Agency without the prior consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Compensation

At no point shall either party receive compensation from each other as a result of this program.

Confidentiality

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

RING LLC

6/28/2019

Date: _____

By: _____

DocuSigned by:

August Cziment

369F1A1F19C3476...

August Cziment

Name: _____

Director of Operations

Title: _____

Agency

Bowie Police Department

Date: 7/9/19

By: *J. Nesky*

Name: JOHN NESKY

Title: CHIEF OF POLICE